



MILWAUKEE COUNTY

DEPARTMENT OF HUMAN RESOURCES

Issued jointly with the Milwaukee County Transit System

REQUEST FOR PROPOSAL

Human Resources  
Applicant Tracking System

ISSUED: January 15, 2015

Response Due Date: February 27, 2015 at 3:00 p.m.

RFP # 98150004

## TABLE OF CONTENTS

I. Request for Proposals - General Information

II. Preparing and Submitting a Proposal

III. Proposal Review and Award Process

IV. Cost Proposal Response

V. Technical Proposal Response

VI. Required Contract Language

Appendix A Notice of Intent to Respond

Appendix B Cover Sheet for Proposal

Appendix C Technical Questionnaire

Appendix D Cost Proposal

Appendix E Equal Employment Opportunity Certificate

Appendix F Insurance and Indemnity Acknowledgement Form

Appendix G Sworn Statement of Bidder

Appendix H Certification Regarding Debarment and Suspension

Appendix I Proprietary Information Disclosure Form

Appendix J Conflict of Interest Stipulation

### **INFORMATION SUMMARY SHEET**

Request For Proposal Title:	Applicant Tracking System
Request For Proposal Number:	98150004
RFP Issuing Office:	Milwaukee County–Department of Human Resources
RFP Issue Date:	January 15, 2015
Date of Optional Pre-Proposal Conference:	January 26, 2015 at 10:00AM
Optional Pre-Proposal Conference Location:	Milwaukee County Procurement Office 633 W. Wisconsin Ave., Suite 900 Milwaukee, WI 53203
Deadline for Receipt of Questions:	February 6, 2015 at 5:00PM
RFP Proposal Receipt Deadline:	February 27, 2015 at 3:00 PM
Service Starting Date (Projected):	July 1, 2015
RFP Submission Location:	Milwaukee County Courthouse County Clerk’s Office Room 105 901 N. 9 <sup>th</sup> Street Milwaukee, WI 53233
RFP Administrator:	Stephanie Gulizia Department of Administrative Services Procurement Division 633 W. Wisconsin Ave., Suite 900 Milwaukee, WI 53203  Phone: 414-278-4129 Email: Stephanie.Gulizia@milwaukeecountywi.gov

Proposal can be found on Milwaukee County’s website; “Business Opportunity Portal”.  
<http://county.milwaukee.gov/bop>

## I. REQUEST FOR PROPOSALS- GENERAL INFORMATION

Notice is hereby given that proposals are requested by Milwaukee County Department of Human Resources (DHR) and Milwaukee County Transit System for an applicant tracking system (ATS).

Both Milwaukee County (MCDHR) and the Milwaukee County Transit System (MCTS), operating as independent entities, are interested in updating their respective employment application processes. Although this Request for Proposals is being issued jointly, both MCDHR and MCTS unequivocally state that each party may make their own vendor selection and that the proposal responses from vendors may result in two separate contract awards, one contract award, or no vendor selection.

### BACKGROUND

The County of Milwaukee is the most populated county in Wisconsin and the 47<sup>th</sup> largest in the United States. Milwaukee County is responsible for 1,000 properties with 1.8 million square feet of space. The County includes 19 municipalities with the City of Milwaukee representing over half of the population of the county. The County is known worldwide as a center for entertainment, tourism and convention activities. General information regarding Milwaukee County is as follows:

Date of incorporation	September 6, 1834
Type of government	Incorporated
Form of government	Executive/Board
Area	241.4 land area in square miles
Population	955,205
Total County budget	\$1.3 billion
Number of employees	4,547 full-time equivalents

The County contains the traditional operations of County government to include, but not limited to, law enforcement, judicial court services, parks and recreation, highway, behavioral health, jail and juvenile detention, airport operations, and a zoo. County facilities range throughout all of Milwaukee County with major concentration in the city of Milwaukee, Wauwatosa, General Mitchell International Airport, and Franklin.

The County anchors the Greater Milwaukee Metropolitan Area, which has a population of 2,025,900 and includes seven neighboring counties: Waukesha, Racine, Washington, Ozaukee, Dodge, Jefferson, and Walworth.

From the Provider, Milwaukee County and MCTS are requesting an Applicant Tracking System (ATS), at an annual contracted rate, as approved by the appropriate approval parties. The ATS will present Milwaukee County and MCTS to members of the public for recruiting and application for employment, as well as presenting to internal departments to facilitate selection and hire of qualified candidates.

The ATS will support the following Milwaukee County and MCTS user departments:

Department on Aging  
Behavioral Health Division  
District Attorney  
Health and Human Services  
Department of Transportation  
Department of Administrative Services  
Office of the Sheriff  
House of Correction  
Parks Department  
Office of the Medical Examiner  
Department of Health and Human Services  
Zoo  
Human Resources  
Transit Operations  
Transit Administration  
Offices of various elected officials

Proposal Submission Due Date and Submission Location:

**An original of the proposal and eight (8) copies must be submitted by Provider if participating by 3:00p.m. (Central Standard Time) on Friday, February 27, 2015 to:**

County Clerk Joseph Czarnezcki  
Milwaukee County Courthouse  
Room 105  
901 North 9th Street  
Milwaukee, Wisconsin 53233.

The RFP response #98150004 must clearly be indicated on the envelope of the proposal. Respondents may, at the discretion of Milwaukee County, be asked to appear at an interview by a selection committee to clarify their proposals and also provide a tour of their facility(s), if so desired by Milwaukee County.

No revisions to submitted proposals will be allowed other than those requested by Milwaukee County for final terms through the selection process.

#### **PRE – PROPOSAL MEETING**

An optional pre-proposal conference will be held at the date, time, and location as provided on the Information Summary Sheet.

During the pre-proposal conference, attendees may request clarification of any section of the RFP and ask any other relevant questions relating to the RFP.

Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal conference to RFP Contact/Administrator (date and time provided in the Information Summary Sheet) to enable Milwaukee County/MCTS to formulate its oral responses. No oral or written responses will be given prior to the optional pre-proposal conference.

Any responses provided to questions during the pre-proposal conference and site inspections will be considered drafts, and will be non-binding. Only the final answers to written questions submitted prior to the "Receipt of Questions" deadline (date and time provided in the Information Summary Sheet) and posted on the website (web address provided on the Information Summary Sheet) will be considered official and binding on Milwaukee County or MCTS. Remarks and explanations at the conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.

Following the meeting, County employees will escort interested proposers on a tour of certain service locations. Please contact the RFP Administrator via email if there is a particular service location you would like included on the tour.

## **QUESTIONS**

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to RFP Contact/Administrator.

Questions sent to anyone other than the RFP Contact/Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County/MCTS will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's website as identified in the Information Summary Sheet and may be posted on MCTS platforms as well. It is the responsibility of Proposers to check these resources for any and all information such as answers or addenda related to the RFP.

This RFP is issued jointly by the Milwaukee County Department of Human Resources and MCTS. The RFP Administrator assigned to this RFP, along with contact information, is noted. The RFP Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County or MCTS official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County and MCTS.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

#### **PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT**

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County and MCTS website; it is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Bidder form.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

#### **FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY**

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date provided in the Information Summary Sheet. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County and MCTS will not reimburse for these costs.

#### **NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS**

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. MCTS may have similar non-interest/ethics requirements.

## **CODE OF ETHICS**

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

## **ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS**

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County and MCTS make no representation, warranty or guarantee as to its accuracy. Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. Milwaukee County/MCTS reserve the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County/MCTS may waive any requirements that are not material. Milwaukee County/MCTS may make an award under the RFP in whole or in part and change any scheduled dates. Milwaukee County/MCTS reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. Milwaukee County/MCTS reserves the right to make changes to and/or withdraw this RFP at any time.

## **MULTIPLE PROPOSALS**

Multiple proposals from a proposer will not be permitted.

## **PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL**

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County and/or MCTS. However, Milwaukee County/MCTS reserves the right to make an



award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County/MCTS reserves the right to negotiate with the proposer(s) within the scope of the RFP in the best interests of Milwaukee County/MCTS. Milwaukee County/MCTS may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation. Milwaukee County/MCTS may use information obtained through site visits, management interviews and the investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the request for clarifying information in the course of evaluation and/or selection under this RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated.

Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

#### **CONTRACT TERMS AND FUNDING**

Although this Request for Proposals is being issued jointly by Milwaukee County and MCTS, both the County and MCTS unequivocally state that each party may make their own vendor selection and that the proposal responses from vendors may result in two separate contract awards, once contract award, or no vendor selection.

Milwaukee County seeks an agreement that covers product acquisition, implementation, maintenance and licensing through December 31, 2018. It may be extended for (2) additional one-year periods if agreeable to both parties, subject to appropriate approvals by Milwaukee County. Milwaukee County Transit System may seek an alternate agreement period and terms.

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty. All proposers are notified that Milwaukee County and MCTS reserve the right to delete or modify any task from the Scope of Services at any time during the course of the bid process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

Both Milwaukee County and MCTS contemplate award of a contract resulting from this RFP that reflects payment of fee for services. Any final contract structure resulting from this RFP may be

subject to negotiation and the required approvals by Milwaukee County and MCTS.

#### **CONTRACT TERMINATION**

Milwaukee County and MCTS reserve the right to terminate the contract at any time for any reason by giving sixty (60) days written notice of such termination. Upon receipt of said termination, the Provider shall reduce its activities hereunder, as mutually agreed upon. Upon said termination, Provider shall be paid for all services rendered through the date of termination.

In the event the Provider terminates the contract, such termination will require written notice to that effect to be delivered by the Provider to the County not less than ninety (90) days prior to said termination and shall assist and provide for an orderly transition of services.

#### **CONFIDENTIALITY AND OWNERSHIP OF RECORDS**

The Provider will perform the following tasks in accordance with all Federal, State and Local statutes and codes, and any Milwaukee County/MCTS policies and procedures that apply.

All records will be maintained in a confidential manner in accordance with applicable State and/or Federal laws and regulations.

All access to data or reports maintained by the Provider under the terms of the contract with Milwaukee County/MCTS must receive prior approval in writing by Milwaukee County Human Resources, or MCTS as applicable, for any agency and/or individual.

#### **EEOC COMPLIANCE**

All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Appendix E).

#### **INSURANCE AND INDEMNITY REQUIREMENTS**

All proposers shall complete, sign and submit the "Insurance and Indemnity Acknowledgement Form" (Appendix F). This form outlines required insurance requirements for Provider related to this acquisition and proposer's ability and commitment to provide.

#### **EMPLOYEES**

The Provider shall utilize as many permanent employees on this contract whenever possible. The Provider shall utilize only workers that are skilled in the tasks to which they are assigned and can provide the highest quality of performance consistently on a daily basis. A contractual

commitment of dependable, steady service is required.

#### **PERMITS AND LICENSE**

Provider at the time of proposal submission and during the term of any agreement the Provider and associated employees performing services must possess and maintain the required licenses and permits required to perform catering services.

Any reprimand, disciplinary action or investigation taken by any agency issuing permits and licenses required to perform catering services by Provider or employee must be reported to Milwaukee County and/or MCTS within 48 hours of notification by the issuing agency.

#### **FEDERAL, STATE AND LOCAL REGULATIONS**

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to the regulations listed in this RFP. Successful proposers will be required to enter into and maintain an agreement with Milwaukee County/MCTS that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

#### **UNIFORMS AND OPERATIONAL MATERIALS**

Milwaukee County and MCTS will not bear costs related to the purchase and/or maintenance of company uniforms or operational materials.

#### **START-UP SCHEDULE**

It is anticipated that services will be required on or about July 1, 2015.

#### **RESPONSIBLE CONTRACTOR POLICY**

The County of Milwaukee recognizes that proper maintenance and superior service requires that service contractors hire well-trained and dedicated staff. Assuring the availability of a qualified staff and avoiding labor disruption and costly employee turnover to treat workers fairly and to abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment through the responsible management of the properties in which it is responsible. Therefore, the County of Milwaukee maintains the following requirement. Contractors shall abide by all applicable local, state and federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall on request provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage

in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

#### **DISCIPLINE OR DISCHARGE OF EMPLOYEES**

Milwaukee County retains the right to require the reassignment of an employee or employees, as the County may deem necessary. Reasons for this request may be but are not limited to: Incompetence, Carelessness, Disruptive or otherwise objectionable behavior. The request for reassignment is in no way a call for dismissal. It is just a request for the individual to be reassigned out of the County facility.

All actions taken by the Provider in regard to employee discipline shall be at the sole discretion of the Provider. The County shall be held harmless in any disputes the Provider may have with the Provider's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

#### **PRIME CONTRACTOR & SUBCONTRACTORS**

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation in the proposal response documents, inclusive of DBE participation.

#### **COMPLIANCE WITH REGULATIONS AND LAWS**

The successful firm shall comply with all Federal, State, and local laws, regulations, and policies governing the preparing, handling, and transportation of food; shall procure and keep in effect all necessary licenses, permits, etc., as are required by law. The successful firm shall comply with all applicable Federal, State, and local laws, regulations and policies pertaining to wages and hours of employment.

## II. PREPARING AND SUBMITTING A PROPOSAL

### GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County and MCTS are utilizing Competitive Negotiation, or the Request for Proposal (RFP) process to procure catering services. This process bases the contract award on the County/MCTS's evaluation of work history, technical experience, ability, resources and other pertinent factors of the Proposer in conjunction with the total cost estimate.

### INCURRED EXPENSES

Neither Milwaukee County nor MCTS shall be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to approval of a contract award.

### QUESTIONS

Proposers must submit their questions, along with the "Notice of Intent to Participate" via email by **February 6, 2015**. The email must be received by the RFP Manager at: Stephanie.Gulizia@MilwaukeeCountyWI.Gov. All questions must cite the appropriate RFP section number.

It is the intent of the County that these questions will be answered in and posted on: <http://county.milwaukee.gov/bop> under the Human Resources RFP 98150004 on or before **February 13, 2015**. A notification will be released (via email) to all vendors before posting on the website. This email notification will be sent to all vendors who submitted a notice of intent to respond.

In the event that a vendor attempts to contact, orally or in writing, any employee or representative of Milwaukee County or MCTS other than Stephanie Gulizia on any matter related to the proposal, the vendor may be disqualified.

### SUBMITTING A PROPOSAL

Proposers must submit one (1) original and seven (7) copies of all materials required for acceptance of their proposal in sealed envelopes. Submission must be to the specific location and prior to submission deadline indicated on the 'Information Summary Sheet'. Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound.

All proposals must be time-stamped as accepted by Milwaukee County by the stated time. Proposals not so stamped will not be accepted. Please note that if hand delivering proposals; allow adequate time for travel, parking, and security screening.

Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals shall be organized with each heading and be clearly marked and separated by tabs or otherwise clearly

marked. Failure to provide any requested information your proposal will be considered unresponsive.

All proposals shall consist of two submissions, Technical Proposal and Cost Proposal. Each proposal must be submitted in separate envelopes and marked as requested below.

Your responses should be submitted as follows:

**Technical Proposal Contents**

Cover Sheet for Technical Proposal (Appendix B)  
Responses to Technical Questionnaire (Appendix C)  
Insurance and Indemnity Acknowledgement Form (Appendix F)  
Conflict of Interest Stipulation (Appendix J)  
Sworn Statement of Bidder (Appendix G)  
EEOC Compliance (Appendix E)  
Certification Regarding Debarment and Suspension (Appendix H)  
Proprietary Information Disclosure Form (Appendix I)

**Cost Proposal Contents**

Cost Proposal Submission Form (Appendix D)

Proposals submitted in response to this RFP must be received no later than the deadline as identified in the Information Summary Sheet.

Both Technical and Cost Proposals shall be identified in the lower left corner as follows:

**Technical Proposal**

Request For Proposal Title: (Title as provided on the Information Summary Sheet)  
Request For Proposal Number: (Number as provided on the Information Summary Sheet)  
RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

and

**Cost Proposal**

Request For Proposal Title: (Title as provided on the Information Summary Sheet)  
Request For Proposal Number: (Number as provided on the Information Summary Sheet)  
RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

## REVISIONS AND ADDENDUMS

No revisions to this proposal request may be made unless in the form of an official addendum issued by Milwaukee County. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be posted to Website <http://county.milwaukee.gov/bop> under the Human Resources RFP # 98150004 and, if applicable, on a comparable MCTS platform. Proposers must check the website for posted addenda; they are encouraged to check regularly.

The provisions of the proposal of the successful Proposer will become contractual obligations. Failure or refusal of the successful Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

The County has the right to make more than one award and/or separate parts or segments of the services between responding vendors.

## COMMUNICATIONS

During the period from the issue of the RFP until the contract award, direct any and all communication regarding this RFP to: Stephanie Gulizia, 633 W. Wisconsin Ave., Suite 900, Milwaukee, WI 53203.

## PROTESTS AND APPEALS

Protests and appeals related to this RFP are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110, ([http://www.municode.com/Library/WI/Milwaukee\\_County](http://www.municode.com/Library/WI/Milwaukee_County)).

### III. PROPOSAL AND AWARD PROCESS

## PRELIMINARY EVALUATION

The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements will result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information will be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

## PROPOSAL SCORING

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation. A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction. Reference the "Questions" section for additional information.

These proposals will be reviewed by an evaluation committee and scored against the criteria outlined in

this RFP.

Technical Proposal scoring; the Evaluation Committee shall conduct its evaluation of the technical merit of the all proposer's responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFP are outlined below.

Cost Proposal scoring; cost is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to lowest and each subsequent proposal will use the lowest dollar proposed amount as a constant numerator and the dollar amount of the proposer being scored as the denominator. The result then is multiplied by the total number of points provided in the cost section of the RFP. Lowest cost proposal will receive the maximum number of points available for the cost category other cost proposals will receive prorated scores based on the proportion that the costs of the proposals vary from the lowest cost proposal.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of both technical and cost scoring.

Oral presentations and/or product demonstrations may be requested by Milwaukee County and/or MCTS of the highest scoring proposer(s). If such presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided. Milwaukee County and/or MCTS may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer. Milwaukee County and MCTS reserve the right to make an offer based on the original submitted proposal.

Following final evaluation, the Committee will make a recommendation to appropriate department leadership as to whose proposal is determined to provide the best value to Milwaukee County and/or MCTS. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County and/or MCTS. Milwaukee County and MCTS reserve the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive or final approval authorities. As noted previously, this RFP may result in two contract awards, one contract award or no award.

## **EVALUATION CRITERIA**

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. The criteria will be applied to both the technical cost information submitted by each proposer.



## RFP EVALUATION CRITERIA

Cost Proposal Response	
Cost	25%
Technical Proposal Response	
General	5%
Requisitioning	15%
Candidate Acquisition	15%
Applicant Tracking	15%
Reporting and analytics	15%
Technical support and system specifications	<u>10%</u>
	100%

## **PRESENTATIONS**

Top-scoring proposers may be asked to give presentations and/or product demonstrations to the evaluation panel.

## **RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS**

The County and MCTS reserve the right to reject any and all proposals.

## **INTENT TO AWARD**

An Intent to Award will be issued and all proposers will be notified. Milwaukee County and MCTS reserve the right to negotiate with the selected proposer, at their independent options, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, Milwaukee County and MCTS reserve the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service.

Prior to execution of any final agreement, the Department of Human Resources of Milwaukee County shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required. MCTS may have similar governance requirements as well.

## **INFORMATION RELEASE**

All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not

accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Appendix I – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

#### **IV. COST PROPOSAL RESPONSE**

Provide a cost proposal for the Applicant Tracking System in the spaces provided on the 'Cost Proposal Submission Form' (Appendix D). Itemize all costs expected to be borne by Milwaukee County/MCTS, including acquisition, maintenance and licensing, hosting service, training, and any other user fee or cost. Proposers should provide costs by year for the entire length of the contract (remainder of 2015, as well as 2016, 2017, and 2018, and the potential renewal years of 2019 and 2020). Scoring will be based on total cost.

This proposal seeks cost proposals for Milwaukee County and MCTS as standalone entities, although proposers are invited to show what financial improvements would be offered if the proposer was selected by both Milwaukee County and MCTS.

#### **V. TECHNICAL PROPOSAL RESPONSE**

Technical proposals shall convey an understanding of the scope of services required. Technical proposals shall not contain any reference to price. Through its proposal, the proposer offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet or exceed the RFP requirements.

Appendix C includes a detailed technical questionnaire. Proposals must provide a response to each question included in the questionnaire. Please indicate for each response the number of the request that it addresses.

## VI. REQUIRED CONTRACT LANGUAGE

### INDEMNITY

The Provider agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, MCTS, and their agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional or negligent act or omission of the Provider, or its agents which may arise out of or are connected with the activities covered by this agreement.

In accordance with applicable laws, the County and/or MCTS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of County/MCTS negligence for acts, policies or directives that affect the activities covered by this agreement. Milwaukee County's liability is limited by Wisconsin Statutes, Sections 893.80(3) for general liability and 345.03(3) for automobile liability.

### INSURANCE

Provider agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/ or vicarious liability arising from employees. Such evidence shall include insurance coverage for **Workers' Compensation** claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General, Professional and Automobile Liability coverages in the following minimum amounts.

TYPE OF COVERAGE	MINIMUM LIMITS
Wisconsin Workers Compensation	Statutory
Employers Liability	\$100,000/\$500,000/\$ 100.000
Commercial or Comprehensive General Liability	
Bodily injury and Property Damage Personal Injury Fire Legal Contractual Liability	\$ 1,000,000 per Occurrence \$1,000,000 General Aggregate \$1,000,000 per Person \$1,000,000 per Occurrence \$1,000,000 per Occurrence
Professional Liability	
Hospital, Licensed Physician or any other qualified healthcare provider under§ 655 Wisconsin Patient Compensation Fund Statute	\$1,000,000 per Occurrence \$ 3,000,000 Annual Aggregate

It is agreed that should the statutory minimum financial responsibility limits change, the minimum limits stated herein shall automatically change as well.

#### Professional Liability

Any Non-qualified Provider under§ 655 Wisconsin Patient Compensation Fund Statute, State of Wisconsin (Indicate if Claims Made or Occurrence)	\$1,000,000 per Occurrence/Claim \$3,000,000 Annual Aggregate
--	--

Automobile Liability	\$1,000,000 per Occurrence
----------------------	----------------------------

Bodily Injury and Property Damage All Autos- Owned, non-owned and/or hired Uninsured Motorists	\$100,000 per Accident
--	------------------------

Per Wisconsin Requirements

Milwaukee County/MCTS, as its interests may appear, shall be named as an additional insured for general, and automobile, as respects the services provided in this agreement. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A sixty (60) day written notice of cancellation, non-renewal or material change shall be afforded to the County and MCTS.

## **NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS REQUIRED BY GENERAL ORDINANCES OF MILWAUKEE COUNTY**

In the performance of work under this Agreement, the Provider shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include, but is not limited to the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Provider will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County, setting forth the provisions of the nondiscriminatory clause.

Consultant agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action Program. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups at all levels of employment in all divisions of the Consultant's work force where these groups may have been previously underutilized and underrepresented. Consultant also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the nondiscrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Consultant shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as maybe necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

## **GENERAL**

Provider agrees to maintain documents and records substantiating claims made against the contract and allow access to such records by the Milwaukee County Department of Audit and the Secretary and Controller General and similar agents as designated by MCTS. Provider agrees to maintain records, to allow for such access, for a period of four (4) years after the services have been furnished.

In addition to the extent required/permitted by State/Federal law, all records of all healthcare provided relating to administration and provision of health care service shall be open to inspection at all reasonable hours by authorized representatives of Milwaukee County.

Under no circumstances will an employee of the Provider be considered an employee of Milwaukee County.

None of the funds, materials, property or services provided under this agreement shall be used in anyway contrary to the regulations in Section 501(c)(3) ... 509(a) of the Internal Revenue Code which details the prohibiting of political activity.

NOTICE OF INTENT TO RESPOND  
Milwaukee County

Human Resources  
Applicant Tracking System

This form, along with written questions, if any, should be emailed to:  
[Stephanie.Gulizia@MilwaukeeCountyWI.Gov](mailto:Stephanie.Gulizia@MilwaukeeCountyWI.Gov) on or before **February 6, 2015**. The Notice of Intent to respond provides notice of parties interested in participating along with contact information for addenda to the RFP if/as applicable.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Fax: \_\_\_\_\_

## Cover Letter for the Proposal

IN SUBMITTING AND SIGNING THIS PROPOSAL, WE ALSO CERTIFY THAT WE HAVE NOT, EITHER DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, OR PARTICIPATED IN ANY COLLUSION OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE TRADE OR COMPETITION; THAT NO ATTEMPT HAS BEEN MADE TO INDUCE ANY OTHER PERSON OR FIRM TO SUBMIT OR TO NOT SUBMIT A PROPOSAL; THAT THIS PROPOSAL HAS BEEN INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION WITH ANY OTHER PROPOSER, COMPETITOR OR POTENTIAL COMPETITOR, THAT THIS PROPOSAL HAS NOT KNOWINGLY BEEN DISCLOSED PRIOR TO THE OPENING OF THE PROPOSALS TO ANY OTHER PROPOSER OR COMPETITOR, THAT THE ABOVE STATEMENT IS ACCURATE UNDER PENALTY OF PERJURY.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this proposal in good faith. We understand the requirements of the program and have provided the required information listed within the proposal.

The undersigned certifies and represents that all data, pricing, representations and other information of any sort or type, contained in this response, is true, complete, accurate and correct. Further, the undersigned acknowledges that Milwaukee County/MCTS is, in part, relying on the information contained in this proposal in order to evaluate and compare responses to this RFP.

Organization Name
Proposer Name:
Title:
Date:
Telephone:
Email:
Signature:

## Technical Questionnaire

## 1. General

- 1.1. State the name of your organization: home office address, name address, telephone, FAX, email and title of the person who would serve as Milwaukee County's primary contact for this contract.
- 1.2. Describe your organization's experience in providing applicant tracking solutions in government settings. Do you have a target market? How many customers do you have that are live with the product?
- 1.3. How do you differentiate yourself from your competition?
- 1.4. Describe the product implementation timeline. Should your company be selected to provide this service, what would be expected of Milwaukee County staff and what should County staff expect from your company?

## 2. Requisitioning

- 2.1. Describe the requisitioning process in your applicant tracking system. Include a technical description and a clear description of what an internal user might experience. Include details associated with approval workflow.
- 2.2. Describe the system's ability to create and maintain job announcements and job descriptions.
- 2.3. Describe the ability to post positions externally via the requisition process.
- 2.4. How is position control handled within the system?
- 2.5. Describe how the product fosters workforce planning and engages hiring managers.

## 3. Candidate Acquisition

- 3.1. Describe a typical candidate experience with your Applicant Tracking System, including initial candidate contact, the application workflow, and candidate self-service.
- 3.2. Does the product include resume parsing ability?
- 3.3. Describe how the product addresses passive recruitment and the degree of success from such efforts. Please provide supporting data if possible.
- 3.4. Does the product support remote or video-based interviewing?
- 3.5. Does the product provide a mobile platform?
- 3.6. Are there differences in how salaried and hourly positions are recruited?
- 3.7. Does the product support hiring of temporary workers and/or contracted employees?
- 3.8. Describe your experiences in providing recruiting solutions for government settings and whether the system is capable of meeting the requirements of rule-driven recruitment.

## 4. Applicant Tracking

- 4.1. Describe the product's correspondence and communications capabilities. Include any other product features that enhance the applicant/employer relationship.
- 4.2. Describe how interviews are managed by the product.
- 4.3. Describe how pre-employment requirements are directed and tracked. Include specifics regarding managing referrals for drug and physical screenings.
- 4.4. Describe how the product manages background investigations.



- 4.5. Describe the ability to manage credentialing. Does the product handle complex credentialing requirements such as H1B tracking and posting?
- 4.6. Describe the product's ability to track examination scores and other applicant-specific record keeping.
- 4.7. Does the product provide for onboarding planning? If so, how?
- 5. Reporting and Analytics
  - 5.1. Describe the product's regulatory and compliance reporting capabilities, including EEO, VETS-100, and OFCCP.
  - 5.2. Describe the standard internal reporting and analytics capabilities of the system.
  - 5.3. Describe ad hoc and/or configurable reporting capabilities, including any other useful or unique metric or analytical or advanced system abilities.
- 6. Technical Specifications, Support, Updates and Maintenance
  - 6.1. Describe the support model that you use. What is the location of the service department and what are the required credentials for your customer support and technical support personnel?
  - 6.3 How often are upgrades released and maintenance performed?
  - 6.3 What is the migration process in upgrading to new versions? Are we required to accept new versions or are we able to set our own pace for upgrades? Are there fees involved in upgrades?
  - 6.4 Describe your options for training on the product. Are handbooks and technical materials provided? Are online or built-in tutorials available for hiring managers and/or applicants? Does the product allow for importing of initial data? Please outline the types of data which can be imported.
  - 6.5 Describe the technical standards for the system (i.e., system requirements, size limitations, incompatibilities, etc.).
  - 6.6 Describe systems backup strategy and security strategy.
  - 6.7 Are there extra charges for installation, testing, or coordination with our current systems (both hardware and software)? If so, please outline all additional charges in the COST section of the questionnaire.

### Cost Proposal

Itemize all costs expected to be borne by Milwaukee County/MCTS, including acquisition, maintenance and licensing, hosting service, training, and any other user fee or cost. Proposers should provide costs by year for the entire length of the contract (remainder of 2015, as well as 2016, 2017, and 2018, and the potential renewal years of 2019 and 2020). Scoring will be based on total cost.

This proposal seeks cost proposals for Milwaukee County and MCTS as standalone entities, although proposers are invited to show what financial improvements would be offered if the proposer was selected by both Milwaukee County and MCTS. Cost will be evaluated based on the total of all costs to be borne by Milwaukee County/MCTS.

### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other specify) \_\_\_\_\_ (Hence forth referred to as VENDOR) certifies to MILWAUKEE COUNTY as to the following and agrees that this certificate are hereby incorporated by reference into any contract awarded.

#### Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

#### Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

VENDOR also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his responsibility to show that he has met all such requirements.

#### Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

#### Subcontractors

VENDOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

#### Reporting Requirements

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures in Title Code 41 Code of Federal Regulations, Chapter 60.

#### Employees

VENDOR certifies that it has \_\_\_\_\_ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington) and \_\_\_\_\_ employees in total.  
(No. of employees) (No. of employees)

#### Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters or deficiencies, show cause, probable cause, or other notification of non-compliance with EEO regulations.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

Firm Name \_\_\_\_\_

WARNING: An unsigned form shall be considered as a negative response.

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

## **Insurance and Indemnity Acknowledgement Form**

Vendor must at the time of the contract award provide to the County proof of all Liability clauses listed below:

### **Indemnity:**

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employee, from and against all loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contactor, or its (their) agent(s) which may arise out of or are connected with the activities covered by this agreement.

### **Insurance:**

Purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this memorandum. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this memorandum, unless otherwise specified by the County, in the minimum amounts specified in Exhibit A.

### *Exhibit A – Insurance*

Contractor shall provide evidence of the following coverages and minimum amounts:

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation Employers Liability & Disease	Statutory \$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
To include Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Contractual Liability	

Cyber Liability	\$1,000,000 Per Occurrence \$3,000,000 Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$5,000,000 Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All autos	

Except for Worker's Compensation and Employers Liability, Milwaukee County shall be named as and Additional Insured in the general and automobile liability policies as its interests may appear as respects the services provided in this agreement. A waiver of subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

---

Vendor's Name

---

Title

---

Signature

---

Date

# SWORN STATEMENT OF BIDDER

(Sign and Submit with Technical Proposal)

I, being first duly sworn at \_\_\_\_\_,

City, State

On oath, depose and say I am the \_\_\_\_\_

Official Title

Of the Bidder, \_\_\_\_\_,

Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon).
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

---

Signature

---

Legal Address

**Subscribed and sworn to before me**

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Notary Public,** \_\_\_\_\_ **County**

**State of** \_\_\_\_\_

**My commission expires** \_\_\_\_\_.

# **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(Sign and Submit with Technical Proposal)**

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

# PROPRIETARY INFORMATION DISCLOSURE FORM

## (Sign and Submit with Technical Proposal)

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.



Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name\_\_\_\_\_

Authorized Representative \_\_\_\_\_

Signature

Authorized Representative \_\_\_\_\_

Type or Print

Date \_\_\_\_\_

**CONFLICT OF INTEREST STIPULATION**  
**(Sign and Submit with Technical Proposal)**

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representative's vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC employee, agent or representative or immediate family member is involved with your company in any way:

YES \_\_\_\_\_

NO \_\_\_\_\_

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MC, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME \_\_\_\_\_

COUNTY POSITION

\_\_\_\_\_

BUSINESS RELATIONSHIP

\_\_\_\_\_

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME

\_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_